

**STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.**

1 Valuation of Security 1 Assumption of Executory Contract or Unexpired Lease 1 Lien Avoidance

Last revised: September 1, 2018

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In Re: Case No.: 18-23067  
Mark Ranucci and Judge: Michael B. Kaplan  
Lisa Alaimo Ranucci  
Debtor(s)

**Chapter 13 Plan and Motions**

☐ Original ☒ Modified/Notice Required Date: December 6, 2018  
☒ Motions Included ☐ Modified/No Notice Required

THE DEBTOR HAS FILED FOR RELIEF UNDER  
CHAPTER 13 OF THE BANKRUPTCY CODE

**YOUR RIGHTS MAY BE AFFECTED**

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the *Notice*. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

**The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.**

THIS PLAN:

☐ DOES ☒ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

☒ DOES ☐ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

☐ DOES ☒ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney: BGH Initial Debtor: MR Initial Co-Debtor: LAR

**Part 1: Payment and Length of Plan**

a. The debtor shall pay \$ 175 per Month to the Chapter 13 Trustee, starting on July 15, 2018 for approximately 6 months.

b. The debtor shall make plan payments to the Trustee from the following sources:

☒ Future earnings

☒ Other sources of funding (describe source, amount and date when funds are available):

The Debtors' friend, Patrick J. Frawley, will make 5 payments in the amount of \$43,500 during the life of the plan to help cure the arrears on the first and second mortgage.

c. Use of real property to satisfy plan obligations:

☐ Sale of real property

Description:

Proposed date for completion: \_\_\_\_\_

☐ Refinance of real property:

Description:

Proposed date for completion: \_\_\_\_\_

☐ Loan modification with respect to mortgage encumbering property:

Description:

Proposed date for completion: \_\_\_\_\_

d. ☐ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e. ☒ Other information that may be important relating to the payment and length of plan:

This will be a modified plan. The Debtor will make 6 monthly payments of \$175, then one monthly payment of \$43,500, then 11 monthly payments of \$175, then one monthly payment of \$43,500, then 11 monthly payments of \$175, then one monthly payment of \$43,500, then 11 monthly payments of \$175, then one monthly payment of \$43,500, then 11 monthly payments of \$175, then one monthly payment of \$43,500 and then 5 monthly payments of \$175.

**Part 2: Adequate Protection ☒ NONE**

a. Adequate protection payments will be made in the amount of \$ \_\_\_\_\_ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to \_\_\_\_\_ (creditor).

b. Adequate protection payments will be made in the amount of \$ \_\_\_\_\_ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: \_\_\_\_\_ (creditor).

**Part 3: Priority Claims (Including Administrative Expenses)**

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
CHAPTER 13 STANDING TRUSTEE	ADMINISTRATIVE	AS ALLOWED BY STATUTE
ATTORNEY FEE BALANCE	ADMINISTRATIVE	BALANCE DUE: \$ As allowed by the Court
DOMESTIC SUPPORT OBLIGATION	N/A	N/A
Internal Revenue Service	Federal Tax Debt	\$30,318.40

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:  
Check one:

☒ None

☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
	Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount.		

**Part 4: Secured Claims**

**a. Curing Default and Maintaining Payments on Principal Residence:** ☐ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
Chase Bank USA	611 Grassmere Ave, Interlaken, NJ 07712	\$135,041.52	0%	\$135,041.52	\$3,680.32
TD Bank	611 Grassmere Ave, Interlaken, NJ 07712	\$37,107.31	0%	\$37,107.31	\$815.26

**b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears:** ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)

**c. Secured claims excluded from 11 U.S.C. 506:** ☒ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation

**d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments** ☐ **NONE**

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

**NOTE: A modification under this Section ALSO REQUIRES  
the appropriate motion to be filed under Section 7 of the Plan.**

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to be Paid
Unity Bank	611 Grassmere Ave, Interlaken, NJ	\$200,000.00	\$683,000.00	\$741,080.81	\$0	0%	\$0

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

**e. Surrender** ☒ **NONE**

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt

**f. Secured Claims Unaffected by the Plan** ☒ **NONE**

The following secured claims are unaffected by the Plan:

**g. Secured Claims to be Paid in Full Through the Plan:** ☒ **NONE**

Creditor	Collateral	Total Amount to be Paid Through the Plan

**Part 5: Unsecured Claims** ☐ **NONE**

**a. Not separately classified** allowed non-priority unsecured claims shall be paid:

- ☐ Not less than \$ \_\_\_\_\_ to be distributed *pro rata*
- ☐ Not less than \_\_\_\_\_ percent
- ☒ *Pro Rata* distribution from any remaining funds

**b. Separately classified unsecured** claims shall be treated as follows:

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid



**b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured.** ☐ NONE

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified
Unity Bank	611 Grassmere Ave, Interlaken, NJ 07712	\$200,000.00	\$683,000.00	\$741,080.81	\$0	\$200,000

**c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured.** ☒ NONE

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured

**Part 8: Other Plan Provisions**

**a. Vesting of Property of the Estate**

- ☒ Upon confirmation  
☐ Upon discharge

**b. Payment Notices**

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.



**c. Order of Distribution**

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee commissions
- 2) Administrative Claims
- 3) Priority Claims
- 4) Secured Claims                      5) Unsecured Claims

**d. Post-Petition Claims**

The Standing Trustee ☐ is, ☒ is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

**Part 9: Modification ☐ NONE**

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: June 28, 2018.

Explain below **why** the plan is being modified:

The plan is being modified as the Debtors will now cure and reinstate the first and second mortgage on their property instead of seek modification of same.

Explain below **how** the plan is being modified:

The mortgage arrears due and owing to the first and second mortgage holders will be cured through the plan. The plan payments are being amended to reflect payments from the Debtors' friend, Patrick J. Fawley who will supplement the Debtors' income so that the arrears can be paid in full over the life of the plan.

Are Schedules I and J being filed simultaneously with this Modified Plan? ☒ Yes ☐ No

**Part 10: Non-Standard Provision(s): Signatures Required**

Non-Standard Provisions Requiring Separate Signatures:

☐ NONE

☒ Explain here:

The payment structure in this plan is as laid out in Part 1: Section e.

Any non-standard provisions placed elsewhere in this plan are ineffective.

## Signatures

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to Local Form, *Chapter 13 Plan and Motions*, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: 12/06/18

/s/ Mark Ranucci  
Debtor

Date: 12/6/18

/s/ Lisa Alaimo Ranucci  
Joint Debtor

Date: 12/6/18

/s/ Brian G. Hannon  
Attorney for Debtor(s)

## Certificate of Notice Page 11 of 12

United States Bankruptcy Court  
District of New JerseyIn re:  
Mark Ranucci  
Lisa Ranucci  
DebtorsCase No. 18-23067-MBK  
Chapter 13

## CERTIFICATE OF NOTICE

District/off: 0312-3

User: admin  
Form ID: pdf901Page 1 of 2  
Total Noticed: 26

Date Rcvd: Dec 12, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 14, 2018.

db/jdb +Mark Ranucci, Lisa Ranucci, 611Grassmere Avenue, Interlaken, NJ 07712-4316  
 lm +JP Morgan Chase, P.O. Box 15298, Wilmington, DE 19850-5298  
 517619040 Chase Bank USA NA, PO Box 15298, Wilmington, DE 19850-5298  
 517710059 Emergency Physician Associate North Jersey, PC, PO Box 1123, Minneapolis MN 55440-1123  
 517619042 +Fein Such Kahn & Shepard, PC, 7 Century Dr Ste 201, Parsippany, NJ 07054-4673  
 517619043 First Premier Bank, 3820 N Louise Ave, Sioux Falls, SD 57107-0145  
 517619044 First Premier Bank-Credit Card Dept., PO Box 5519, Sioux Falls, SD 57117-5519  
 517682779 +TD Bank, N.A., c/o Schiller, Knapp, Lefkowitz, & Hertz, Payment Processing, PO Box 16029, Lewiston, ME 04243-9507  
 517687493 +TD Bank, N.A., c/o Richard J. Tracy, Ill, Esq., 30 Montgomery Street, Suite 1205, Jersey City, NJ 07302-3835  
 517665124 +Toyota Lease Trust, c/o Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013  
 517915382 US Bank National Bank Assoc., c/o Chase Bank, PO Box 15298, Wilmington, DE 19850-5298  
 517636251 +VW Credit Leasing, Ltd, c/o VW Credit, Inc., PO Box 9013, Addison, Texas 75001-9013

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

smg E-mail/Text: usanj.njbankr@usdoj.gov Dec 13 2018 00:51:55 U.S. Attorney, 970 Broad St., Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534  
 smg +E-mail/Text: ustpregion03.ne.ecf@usdoj.gov Dec 13 2018 00:51:53 United States Trustee, Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100, Newark, NJ 07102-5235  
 517671442 E-mail/PDF: AIS.coccard.ebn@americaninfosource.com Dec 13 2018 00:55:53 Capital One Bank (USA), N.A., PO Box 71083, Charlotte, NC 28272-1083  
 517619039 E-mail/PDF: AIS.coccard.ebn@americaninfosource.com Dec 13 2018 00:55:18 Capital One Bank NA, PO Box 71083, Charlotte, NC 28272-1083  
 517619041 E-mail/PDF: creditonebknofifications@resurgent.com Dec 13 2018 00:54:49 Credit One Bank, PO Box 60500, City of Industry, CA 91716-0500  
 517619045 E-mail/Text: cio.bncmail@irs.gov Dec 13 2018 00:51:26 IRS - Centralized Insolvency Operations, PO Box 7346, Philadelphia, PA 19101-7346  
 517691674 E-mail/PDF: resurgentbknofifications@resurgent.com Dec 13 2018 00:54:58 LVNV Funding, LLC its successors and assigns as, assignee of MHC Receivables, LLC and, FNBM, LLC, Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587  
 517827007 E-mail/Text: bkr@cardworks.com Dec 13 2018 00:51:00 MERRICK BANK, Resurgent Capital Services, PO Box 10368, Greenville, SC 29603-0368  
 517619047 E-mail/Text: bkr@cardworks.com Dec 13 2018 00:51:00 Merrick Bank, PO Box 660702, Dallas, TX 75266-0702  
 517715532 +E-mail/Text: JCAP\_BNC\_Notices@jcap.com Dec 13 2018 00:52:07 Premier Bankcard, LLC, Jefferson Capital Systems LLC Assignee, Po Box 7999, Saint Cloud Mn 56302-7999  
 517660593 E-mail/Text: bnc-quantum@quantum3group.com Dec 13 2018 00:51:49 Quantum3 Group LLC as agent for, CF Medical LLC, PO Box 788, Kirkland, WA 98083-0788  
 517619048 E-mail/Text: bankruptcy@td.com Dec 13 2018 00:51:57 TD Bank, PO Box 9547, Portland, ME 04112-9547  
 517619049 E-mail/Text: vci.bkcy@vwcredit.com Dec 13 2018 00:52:01 VW Credit, 1401 Franklin Blvd, Libertyville, IL 60048-4460  
 517721748 +E-mail/PDF: EBN\_AIS@AMERICANINFOSOURCE.COM Dec 13 2018 00:56:13 Verizon, by American InfoSource as agent, 4515 N Santa Fe Ave, Oklahoma City, OK 73118-7901  
 TOTAL: 14

\*\*\*\*\* BYPASSED RECIPIENTS (undeliverable, \* duplicate) \*\*\*\*\*

517619046\* IRS-Centralized Insolvency Operations, PO Box 7346, Philadelphia, PA 19101-7346  
 TOTALS: 0, \* 1, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Dec 14, 2018

Signature: /s/Joseph Speetjens

District/off: 0312-3

User: admin  
Form ID: pdf901

Page 2 of 2  
Total Noticed: 26

Date Rcvd: Dec 12, 2018

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## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 10, 2018 at the address(es) listed below:

Albert Russo docs@russotrustee.com  
Brian Gregory Hannon on behalf of Debtor Mark Ranucci bhannon@norgaardfirm.com,  
sferreira@norgaardfirm.com;184grandno@gmail.com;kcimmino@norgaardfirm.com  
Brian Gregory Hannon on behalf of Joint Debtor Lisa Ranucci bhannon@norgaardfirm.com,  
sferreira@norgaardfirm.com;184grandno@gmail.com;kcimmino@norgaardfirm.com  
Denise E. Carlon on behalf of Creditor VW Credit Leasing, Ltd dcarlon@kmlawgroup.com,  
bkgroup@kmlawgroup.com  
Denise E. Carlon on behalf of Creditor Toyota Lease Trust dcarlon@kmlawgroup.com,  
bkgroup@kmlawgroup.com  
Jill Manzo on behalf of Creditor JPMORGAN CHASE BANK, NATIONAL ASSOCIATION as servicer for  
U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR WAMU MORTGAGE PASS-THROUGH CERTIFICATES SERIES  
2003-S13 bankruptcy@feinsuch.com  
Kevin Gordon McDonald on behalf of Creditor VW Credit Leasing, Ltd kmcdonald@kmlawgroup.com,  
bkgroup@kmlawgroup.com  
Philip A Kahn on behalf of Loss Mitigation JP Morgan Chase pkahn@feinsuch.com  
Rebecca Ann Solarz on behalf of Creditor Toyota Lease Trust rsolarz@kmlawgroup.com  
Richard James Tracy, III on behalf of Creditor TD Bank, N.A. rtracy@schillerknapp.com,  
tshariff@schillerknapp.com;kcollins@schillerknapp.com;ahight@schillerknapp.com;btate@schillerknapp.com  
U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 11